

ATTACHMENT B

LAND CONSERVATION CONTRACT NO. AP16-0002
ONE LEGAL PARCEL CONSISTING OF FIVE TAX ASSESSOR PARCELS:
003-010-016, 003-010-017, 007-140-006, 007-150-017 & 007-150-018

1. Parties. BY THIS CONTRACT, made and entered into December 13, 2016, Ronald E. Nunn and Shirley A. Nunn, husband and wife as joint tenants, hereinafter referred to as "Owners," and the County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as "County," do mutually agree and promise as follows:
2. Property Description. Owners possess certain real property located within the County, which property is presently devoted to agricultural and compatible uses. The "Property" is described in Exhibit A, attached hereto and made a part of this contract.
3. Purpose. Both Owners and County desire to limit the use of said Property to agricultural uses and to compatible uses specified in this agreement in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetics and economic asset to County to maintain the agricultural economy of County and the State of California.
4. Intent of Parties: Enforceable Restriction. Both Owners and County intend that the term, conditions and restrictions of this Contract be in accordance with the California Land Conservation Act of 1965, as amended, so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 of the California Revenue and Taxation Code (Rev. & Tax Code § 421 et. seq.).
5. Intent of Parties: Effect on Property Value. It is the intent of the County and Owners that this Contract is conditioned upon the continued existence of legislation implementing Article XIII, § 8 of the California Constitution so the effect of the terms, conditions and restrictions of the Contract on property values for taxation purposes is substantially as favorable to Owners as the legislation existing on the last renewal date.
6. Governing Statutes and Ordinances. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200). This Contract further is made pursuant to and subject to Contra Costa County Ordinance Code, Chapter 84-42 and Chapters 810-2 through 810-4, and Resolutions of the Contra Costa County Board of Supervisors Numbers 68-635 and 69-763.
7. Land Use Restrictions. During the term of this Contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of food and fiber and compatible uses as listed in Contra Costa County Ordinance Code Chapter 84-42, which is

hereby incorporated by reference as if fully set forth herein; provided, however, that such additional agricultural or compatible uses as are set forth in Attachment C, which is attached hereto and is hereby incorporated by reference, shall also be permitted subject to the terms and conditions set forth herein. In case of conflict or inconsistency between the uses allowed in this Contract and those specified in said zoning ordinance, the provisions of the Contract as set forth in Attachment C shall prevail.

8. Modification of Restrictions. The Board of Supervisors of County may from time to time and during the term of this Contract or any extensions thereof, by amendment to Contra Costa County Ordinance Code Chapter 84-42, add to those uses listed in said ordinance. Such additional uses shall be limited to commercial agriculture and compatible uses and be subject to the density restrictions of Government Code § 51220.5. Said board shall not eliminate, without written consent of the Owner or his successors or assigns, a compatible use during the term of this Contract or any renewals thereof.

9. Term and Renewal. This Contract shall be effective commencing on the last day of December, 2016, and shall remain in effect for a period of ten (10) years therefrom.

This Contract shall be automatically renewed and its terms extended for a period of one (1) year on the last day of December of each succeeding year during the term hereof, unless notice of non-renewal is given in the manner provided by section 51245 of the Government Code. At all times during the continuance of this Contract, as from time to time renewed, there shall be a ten (10) year term of restriction unless notice of non-renewal is given in the manner provided by Section 51245 of the Government Code. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal of this paragraph.

10. Cancellation. (a) Except as provided in Section 11, the provisions of this Contract whereby Owners agree to restrict the use of the land described in Paragraph 2 may be canceled as to all or a portion of said land by mutual agreement of the County and Owners after a public hearing has been held in the manner provided by Section 51284 of the Government Code and upon a finding by the Board of Supervisors that such cancellation is not inconsistent with the purposes of the Land Conservation Act, or in the public interest, pursuant to Government Code Section 51282. It is understood by the parties that the existence of an opportunity for another use of said land shall not be sufficient reason for cancellation of the land use restrictions imposed herein and that the uneconomic character of the existing use will be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Upon cancellation of said portions of this Contract, Owners shall pay to the County Treasurer, as deferred taxes, a cancellation fee in an amount equal to the greater of twelve and one-half (12 ½%) percent or the current fee provided by state law of the cancellation value of the property being released from the terms of this Contract. Said cancellation value shall be determined in accordance with the provisions of Government Code Section 51283 (a) and (b). Under no circumstances shall the payment of said cancellation fee be waived, deferred, or made subject to any contingency whatever.

(c) Final cancellation shall be effectuated in accordance with the provisions of Government Code Section 51283.4.

11. Cancellation Upon Substitution of New Restrictions. This Contract may be canceled by mutual agreement of County and Owners without payment of deferred taxes or public hearing if it is replaced by an enforceable restriction authorized by Article XIII, § 8 of the California Constitution.

12. Eminent Domain Proceedings. (a) In accordance with the provisions of Government Code Section 51295, incorporated by reference herein, upon the filing of any action in eminent domain for the condemnation of the fee title of the land or any portion thereof subject to this Contract or upon acquisition of such land in lieu of eminent domain by public agency for a public improvement, the provisions of this Contract shall be null and void as to the land so condemned or acquired.

(b) If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned as to all or a portion of the land subject to the Contract, the restrictions on land use set forth in this Contract shall, without further agreement of the parties herein, be reinstituted and the terms of this contract shall be in full force and effect, subject to the cancellation provisions of Government Code Section 51295.

13. Remedies for Breach of Contract. (a) The County may pursue all remedies allowed by law or in equity to enforce this contract and remedy any breach of this contract, including the remedies specified in Government Code Sections 51250 and 51251.

(b) The enforcement provisions of the Contra Costa zoning ordinance shall also apply if the land which is the subject of this contract is used for purposes other than those provided in Ordinance Code 84-42 or this Contract.

14. Effect of Division of Property. Owners agree that division of the Property described in Exhibit A into two (2) or more parcels, whether by sale, gift, by operation of law or by any other means, upon a finding by the Board of Supervisors that said division is detrimental to the ultimate preservation of said property for exclusive agricultural use, be construed by the County as notice of non-renewal by the property owner as provided in Section 9 of this Contract.

15. New Contracts Upon Division. In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by Owners on each parcel created by the division at the time of the division. Any agency making an order of division or the County which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this section, provided, however, that failure of Owners to execute Contracts upon division shall not affect the obligations of the heirs, successors and assigns of Owner as established in Section 16.

16. Contract to Run with Land. The within Contract shall run with the land described herein, and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors, and assigns of the Owners.


17. Consideration. Owners shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained herein.

18. Income and Expense Information. The Owners shall annually furnish the County Assessor with such information as the Assessor may require to determine the valuation of the Owner's land.

19. Effect of Removing Preserve or Zoning Classification. Removal of any land under this Contract from an agricultural preserve or removing the agricultural preserve zoning classification thereof shall be the equivalent of notice of non-renewal by the County for purposes of Section 422 of the Revenue and Taxation Code.

ATTEST: COUNTY OF CONTRA COSTA

By:


Chair, Board of Supervisors

DAVID TWA, County Administrator
and Clerk of the Board of Supervisors

By:

Deputy Clerk

OWNERS

Ronald E. Nunn and Shirley A. Nunn, husband and wife as joint tenants



Ronald E. Nunn



Shirley A. Nunn

Approved as to Form:

Sharon L. Anderson, County Counsel

By:



Deputy County Counsel

NOTE: All signatures for Owners must be acknowledged.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of CONTRA COSTA }

On September 19, 2016 before me, J. CANADA NOTARY PUBLIC,
(Here insert name and title of the officer)

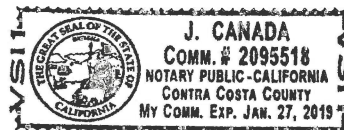
personally appeared RONALD E. NUSS AND SHIRLEY A. NUSS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Canada
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

LAND CONSERVATION CONTRACT # APRIL 2008
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Contra Costa County Land Conservation Contract No. AP16-0002

EXHIBIT A

PROPERTY DESCRIPTION

**ONE LEGAL PARCEL CONSISTING OF FIVE TAX ASSESSOR PARCELS:
003-010-016, 003-010-017, 007-140-006, 007-150-017 & 007-150-018**

Pursuant to Paragraph 2 of the Land Conservation Contract to which this exhibit is attached, the land described below is designated as the subject of said Contract. Said land is described as follows:

PARCEL 1

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PROJECTED SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 EAST AND SECTION 31 TOWNSHIP 1 NORTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN, AS SHOWN ON RANCHO LOS MEGANOS RECORDED IN BOOK 9 OF MAPS AT PAGE 202, WHICH PORTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT A GRANITE MONUMENT DESIGNATED AS LM NO. 9 AS SHOWN ON RECORD OF SURVEY NO. 2223 RECORDED IN BOOK 112 OF LAND SURVEYORS MAPS AT PAGE 22, SAID GRANITE MONUMENT ALSO BEING ON THE EAST LINE OF SECTION 6 (T1SR3E); THENCE NORTHERLY ALONG THE EAST LINE OF SECTION 6 (T1S R3E) NORTH 01°06'38" EAST (TAKEN FOR THE PURPOSE OF THIS DESCRIPTION) 2296.01 FEET MORE OR LESS TO THE NORTHEAST CORNER OF PARCEL 3 (85' RIGHT OF WAY) OF EXHIBIT A-1 OF THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 9, 1997 AS DOCUMENT NO. 97-0098757-00, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTH LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION (97-0098757-00) SOUTH 89°58'55" WEST 1403.83 FEET; THENCE SOUTH 58°57'38" WEST 834.82 FEET MORE OR LESS TO THE EAST LINE OF VASCO ROAD AS SHOWN ON RECORD OF SURVEY NO. 2223 (112 LSM 22); THENCE NORTHERLY ALONG THE EAST LINE OF VASCO ROAD AS SHOWN ON SAID RECORD OF SURVEY NO. 2223 (112 LSM 22) THE FOLLOWING 7 COURSES:

- 1) NORTH 34°58'25" WEST 645.87 FEET;
- 2) NORTH 29°15'47" WEST 201.02 FEET;
- 3) NORTH 46°17'01" WEST 101.99 FEET;
- 4) NORTH 34°58'25" WEST 659.00 FEET;
- 5) NORTH 31°12'23" WEST 228.33 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2080.18 FEET, FROM WHICH A RADIAL BEARS SOUTH 55°01'36" WEST;
- 6) THENCE ALONG THE ARC OF AFOREMENTIONED CURVE 661.15 FEET, THROUGH A CENTRAL ANGLE OF 18°12'38";
- 7) THENCE NORTH 48°27'39" WEST 83.87 FEET MORE OR LESS TO THE SOUTHERLY CORNER OF PARCEL ONE OF THE GRANT DEED TO STATE ROUTE 4 BYPASS AUTHORITY RECORDED DECEMBER 6, 2005 AS DOCUMENT NUMBER 2005-0468211-00;

THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO (2005-0468211-00) THE FOLLOWING 4 COURSES:

- 1) NORTH 37°12'21" WEST 165.57 FEET;
- 2) NORTH 48°17'55" WEST 641.46 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1968.67 FEET, FROM WHICH A RADIAL BEARS SOUTH 34°49'20" WEST;
- 3) THENCE ALONG THE ARC OF AFOREMENTIONED CURVE 429.04 FEET, THROUGH A CENTRAL ANGLE OF 12°29'13";

Resolution No. 2016/548
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ONE LEGAL PARCEL CONSISTING OF FIVE TAX ASSESSOR PARCELS:

003-010-016, 003-010-017, 007-140-006, 007-150-017 & 007-150-018

- 4) THENCE NORTH 54°03'29" WEST 173.81 FEET MORE OR LESS TO THE EAST LINE OF VASCO ROAD AS SHOWN ON SAID RECORD OF SURVEY NO. 2223 (112 LSM 22);

THENCE NORTHERLY ALONG THE EAST LINE OF VASCO ROAD AS SHOWN ON SAID RECORD OF SURVEY NO. 2223 (112 LSM 22) THE FOLLOWING 5 COURSES:

- 1) NORTH 54°03'28" WEST 164.98 FEET;
- 2) SOUTH 47°45'06" WEST 41.78 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 935.24 FEET, FROM WHICH A RADIAL BEARS NORTH 47°01'01" EAST;
- 3) THENCE ALONG THE ARC OF AFOREMENTIONED CURVE 720.54 FEET, THROUGH A CENTRAL ANGLE OF 44°08'34";
- 4) THENCE NORTH 01°09'39" EAST 320.43 FEET;
- 5) THENCE NORTH 88°50'21" WEST 25.12 FEET MORE OR LESS TO THE EAST LINE OF WALNUT BOULEVARD ALSO BEING PARCEL 1 OF THE INTEREST CONVEYED TO CONTRA COSTA COUNTY "FOR USE AS A PUBLIC HIGHWAY", BY DEED FROM LAWRENCE J. DUTRA, ET AL, DATED JUNE 19, 1956 IN BOOK 2817 OF OFFICIAL RECORDS, PAGE 595;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID WALNUT BOULEVARD NORTH 01°09'18" EAST 230.64 FEET MORE OR LESS TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM ARTHUR HUBBARD TO LOUIE W. FROST, ET UX, DATED MAY 14, 1929 AND RECORDED MAY 16, 1929 IN BOOK 193 OF OFFICIAL RECORDS, PAGE 28; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTH AND EAST LINE OF SAID PARCEL 2 (193 OR 28) THE FOLLOWING 4 COURSES:

- 1) NORTH 72°39'30" EAST 202.03 FEET;
- 2) NORTH 19°01'30" EAST 202.20 FEET;
- 3) NORTH 65°22'30" EAST 178.70 FEET;
- 4) NORTH 00°02'04" WEST 306.46 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF KELLOGG CREEK AS SHOWN ON THE MAP ENTITLED "SUBDIVISION NUMBER TEN OF BRENTWOOD IRRIGATED FARMS", WHICH WAS FILED SEPTEMBER 11, 1917, IN VOLUME 16 OF MAPS AT PAGE 331 SAID POINT ALSO BEING ON THE BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ARTHUR HUBBARD TO LOUIE W. FROST, ET UX., DATED MAY 14, 1929, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MAY 16, 1929, IN VOLUME 193 OF OFFICIAL RECORDS, AT PAGE 28;

THENCE NORTHERLY ALONG SAID BOUNDARY LINE (193 OR 28) THE FOLLOWING 2 COURSES:

- 1) NORTH 00°14'58" WEST 53.54 FEET;
- 2) NORTH 34°19'52" EAST 159.72 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND GRANTED TO ERNEST CANNEAUX, DATED MARCH 20, 1950 AND RECORDED IN BOOK 1524 OF OFFICIAL RECORDS AT PAGE 414;

THENCE EASTERLY ALONG SAID SOUTH LINE SOUTH 87°37'51" EAST 1108.73 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE 10.14 ACRE PARCEL OF LAND

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DESCRIBED AS PARCEL ONE IN THE DEED FROM JESSIE JASON FARIA TO A. ALVES, DATED MARCH 11, 1950, RECORDED JUNE 7, 1950 IN BOOK 1570 OF OFFICIAL RECORDS, PAGE 404; THENCE ALONG THE SOUTH LINE OF SAID 10.14 ACRE PARCEL OF LAND (1570 OR 404) SOUTH 87°37'51" EAST 984.89 FEET MORE OR LESS TO THE SOUTHWEST LINE OF THE 40.45 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM JESSIE JASON FARIA, ET AL, TO ALFRED ALVES, ET UX, DATED JANUARY 4, 1944, RECORDED MARCH 16, 1944 IN BOOK 767 OF OFFICIAL RECORDS, AT PAGE 458; THENCE ALONG SAID SOUTHWEST LINE THE FOLLOWING 6 COURSES:

- 1) SOUTH 32°59'13" EAST 123.20 FEET;
- 2) SOUTH 62°33'13" EAST 245.90 FEET;
- 3) SOUTH 82°05'13" EAST 257.00 FEET;
- 4) NORTH 82°30'57" EAST 394.50 FEET;
- 5) SOUTH 57°52'00" EAST 188.45 FEET;
- 6) SOUTH 36°16'00" EAST 301.18 FEET MORE OR LESS TO THE MOST WESTERLY CORNER OF THE 20 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 3 IN SAID ALVES DEED (767 OR 458);

THENCE ALONG THE WEST AND SOUTH LINES OF SAID 20 ACRE PARCEL SOUTH 36°16'00" EAST 778.11 FEET; THENCE SOUTH 30°26'00" EAST 344.04 FEET MORE OR LESS TO THE NORTHWEST CORNER OF PARCEL A OF THE PARCEL MAP RECORDED JULY 17, 1974 IN BOOK 34 OF PARCEL MAPS AT PAGE 36; THENCE SOUTHERLY AND EASTERLY ALONG THE WEST AND SOUTH LINE OF SAID PARCEL A (34 PM 36) SOUTH 23°26'24" EAST 22.88 FEET; THENCE SOUTH 30°08'56" EAST 842.72; THENCE SOUTH 06°23'04" EAST 1467.90 FEET; THENCE SOUTH 89°13'37" EAST 294.39 FEET MORE OR LESS TO THE EAST LINE SECTION 31 (T1N R3E) SOUTH 00°53'51" WEST 456.24 FEET MORE OR LESS TO A GRANITE MONUMENT TAGGED "C.C.CO." AS SHOWN ON 34 PM 36, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 31 (T1N R3E) AND THE NORTHEAST CORNER OF SECTION 6 (T1S R3E); THENCE SOUTHERLY FROM SAID GRANITE MONUMENT ALONG THE EAST LINE OF SAID SECTION 6 (T1S R3E) SOUTH 01°06'38" WEST 345.18 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 357.17 ACRES MORE OR LESS.

ALL DISTANCES SHOWN HEREON ARE GROUND.

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PROJECTED SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN, AS SHOWN ON RANCHO LOS MEGANOS RECORDED IN BOOK 9 OF MAPS AT PAGE 202, WHICH PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING AT A GRANITE MONUMENT DESIGNATED AS LM NO. 9 AS SHOWN ON RECORD OF SURVEY NO. 2223 RECORDED IN BOOK 112 OF LAND SURVEYORS MAPS AT PAGE 22, SAID GRANITE MONUMENT ALSO BEING ON THE EAST LINE OF SECTION 6

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(T1SR3E) SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING THE EAST LINE OF SECTION 6 (T1SR3E) WESTERLY ALONG A LINE BETWEEN SAID GRANITE MONUMENT LM NO. 9 AND A GRANITE MONUMENT DESIGNATED AS LM NO. 10 AS SHOWN ON SAID RECORD OF SURVEY NO. 2223 (112 LSM 22) NORTH 89°17'59" WEST (TAKEN FOR THE PURPOSE OF THIS DESCRIPTION) 776.97 FEET MORE OR LESS TO THE EAST LINE OF VASCO ROAD AS SHOWN ON RECORD OF SURVEY NO. 2223 (112 LSM 22); THENCE NORTHERLY ALONG THE EAST LINE OF VASCO ROAD AS SHOWN ON SAID RECORD OF SURVEY NO. 2223 (112 LSM 22) THE FOLLOWING NINE COURSES:

- 1) NORTH 34°58'25" WEST 229.63 FEET TO AN ANGLE POINT;
- 2) NORTH 10°01'35" EAST 63.61 FEET;
- 3) NORTH 79°58'25" WEST 63.64 FEET;
- 4) NORTH 34°58'25" WEST 251.43 FEET;
- 5) NORTH 31°00'32" WEST 289.26 FEET;
- 6) NORTH 39°25'16" WEST 257.92 FEET;
- 7) NORTH 34°58'25" WEST 677.86 FEET;
- 8) NORTH 19°49'10" WEST 248.85 FEET;
- 9) NORTH 55°37'14" WEST 153.06 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 (85' RIGHT OF WAY) OF EXHIBIT A-1 OF THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 9, 1997 AS DOCUMENT NO. 97-0098757-00;

THENCE EASTERLY ALONG THE SOUTH LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION (97-0098757-00) NORTH 58°57'38" EAST 794.34 FEET; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION NORTH 89°58'55" EAST 1378.56 FEET TO THE EAST LINE OF SECTION 6 (T1S,R3E); THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6 (T1S,1R3E) SOUTH 01°06'38" WEST 2210.99 FEET THE TRUE POINT OF BEGINNING.

CONTAINING 74.16 ACRES MORE OR LESS.

ALL DISTANCES SHOWN HEREON ARE GROUND.

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PARCEL 3

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PROJECTED SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN, AS SHOWN ON RANCHO LOS MEGANOS RECORDED IN BOOK 9 OF MAPS AT PAGE 202, WHICH PORTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT A GRANITE MONUMENT DESIGNATED AS LM NO. 9 AS SHOWN ON RECORD OF SURVEY NO. 2223 RECORDED IN BOOK 112 OF LAND SURVEYORS MAPS AT PAGE 22, SAID GRANITE MONUMENT ALSO BEING ON THE EAST LINE OF SECTION 6 (T1SR3E); THENCE LEAVING THE EAST LINE OF SECTION 6 (T1SR3E) WESTERLY ALONG A LINE BETWEEN SAID GRANITE MONUMENT LM NO. 9 AND A GRANITE

EXHIBIT A

PROPERTY DESCRIPTION

ONE LEGAL PARCEL CONSISTING OF FIVE TAX ASSESSOR PARCELS:

003-010-016, 003-010-017, 007-140-006, 007-150-017 & 007-150-018

MONUMENT DESIGNATED AS LM NO. 10 AS SHOWN ON SAID RECORD OF SURVEY NO. 2223 (112 LSM 22) NORTH 89°17'59" WEST (TAKEN FOR THE PURPOSE OF THIS DESCRIPTION) 776.97 FEET MORE OR LESS TO THE EAST LINE OF VASCO ROAD AS SHOWN ON RECORD OF SURVEY NO. 2223 (112 LSM 22); THENCE CONTINUING WESTERLY ACROSS VASCO ROAD AS SHOWN RECORD OF SURVEY NO. 2223 (112 LSM 22) ALONG THE LINE BETWEEN LM NO. 9 AND LM NO. 10 NORTH 89°17'59" WEST 196.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY CONTINUING ALONG SAID LINE BETWEEN GRANITE MONUMENTS LM NO. 9 AND LM NO. 10 NORTH 89°17'59" WEST 1672.09 FEET; THENCE LEAVING SAID LINE BETWEEN GRANITE MONUMENTS LM NO. 9 AND LM NO. 10 NORTH 48°05'59" WEST 485.66 FEET TO A POINT DESIGNATED AS "THE TRUE POINT OF BEGINNING" OF PARCEL 1 (TRANSFER FACILITY) OF EXHIBIT A-1 OF THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 9, 1997 AS DOCUMENT NO. 97-0098757-00; THENCE ALONG THE SOUTHEAST LINE OF SAID PARCEL 1 (97-0098757-00) NORTH 41°54'01" EAST 600.00 FEET; THENCE CONTINUING ALONG THE SOUTHEAST LINE OF SAID PARCEL 1 (97-0098757-00) NORTH 48°05'59" WEST 575.45 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF PARCEL 2 (RIGHT OF WAY) OF EXHIBIT A-1 OF THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 9, 1997 AS DOCUMENT NO. 97-0098757-00; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 2 (97-0098757-00) NORTH 58°57'38" EAST 501.53 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 2 (97-0098757-00) NORTH 77°31'21" EAST 157.07 FEET; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 2 (97-0098757-00) NORTH 58°57'38" EAST 92.56 FEET THENCE LEAVING SAID SOUTH LINE SOUTH 82°35'06" EAST 390.33 FEET MORE OR LESS TO THE WEST LINE OF VASCO ROAD AS SHOWN ON RECORD OF SURVEY NO. 2223 (112 LSM 22); THENCE SOUTHERLY ALONG THE WEST LINE OF VASCO ROAD AS SHOWN ON RECORD OF SURVEY NO. 2223 (112 LSM 22) THE FOLLOWING FOUR COURSES:

- 1) THENCE SOUTH 35°42'46" EAST 685.93 FEET;
- 2) THENCE SOUTH 35°59'38" EAST 562.01 FEET;
- 3) THENCE SOUTH 25°54'47" EAST 190.52 FEET;
- 4) THENCE SOUTH 34°58'25" EAST 344.81 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 45.02 ACRES MORE OR LESS.

ALL DISTANCES SHOWN HEREON ARE GROUND.

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PARCEL 4

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PROJECTED SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 EAST AND SECTION 31 TOWNSHIP 1 NORTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN, AS SHOWN ON RANCHO LOS MEGANOS RECORDED IN BOOK 9 OF MAPS AT PAGE 202, WHICH PORTION IS DESCRIBED AS FOLLOWS:

EXHIBIT A

PROPERTY DESCRIPTION

ONE LEGAL PARCEL CONSISTING OF FIVE TAX ASSESSOR PARCELS:

003-010-016, 003-010-017, 007-140-006, 007-150-017 & 007-150-018

COMMENCING AT A GRANITE MONUMENT DESIGNATED AS LM NO. 9 AS SHOWN ON RECORD OF SURVEY NO. 2223 RECORDED IN BOOK 112 OF LAND SURVEYORS MAPS AT PAGE 22, SAID GRANITE MONUMENT ALSO BEING ON THE EAST LINE OF SECTION 6 (T1SR3E); THENCE LEAVING THE EAST LINE OF SECTION 6 (T1SR3E) WESTERLY ALONG A LINE BETWEEN SAID GRANITE MONUMENT LM NO. 9 AND A GRANITE MONUMENT DESIGNATED AS LM NO. 10 AS SHOWN ON SAID RECORD OF SURVEY NO. 2223 (112 LSM 22) NORTH 89°17'59" WEST (TAKEN FOR THE PURPOSE OF THIS DESCRIPTION) 776.97 FEET MORE OR LESS TO THE EAST LINE OF VASCO ROAD AS SHOWN ON RECORD OF SURVEY NO. 2223 (112 LSM 22); THENCE CONTINUING WESTERLY ACROSS VASCO ROAD AS SHOWN RECORD OF SURVEY NO. 2223 (112 LSM 22) ALONG THE LINE BETWEEN LM NO. 9 AND LM NO. 10 NORTH 89°17'59" WEST 196.95 FEET; THENCE WESTERLY CONTINUING ALONG SAID LINE BETWEEN GRANITE MONUMENTS LM NO. 9 AND LM NO. 10 NORTH 89°17'59" WEST 1672.09 FEET; THENCE LEAVING SAID LINE BETWEEN GRANITE MONUMENTS LM NO. 9 AND LM NO. 10 NORTH 48°05'59" WEST 485.66 FEET TO A POINT DESIGNATED AS "THE TRUE POINT OF BEGINNING" OF PARCEL 1 (TRANSFER FACILITY) OF EXHIBIT A-1 OF THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 9, 1997 AS DOCUMENT NO. 97-0098757-00; THENCE EASTERLY ALONG THE SOUTHEAST LINE OF SAID PARCEL 1 (97-0098757-00) NORTH 41°54'01" EAST 600.00 FEET; THENCE CONTINUING ALONG SAID PARCEL 1 (97-0098757-00) NORTH 48°05'59" WEST 706.20 FEET MORE OR LESS TO THE NORTHWEST CORNER OF PARCEL 2 (RIGHT OF WAY) OF EXHIBIT A-1 OF THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 9, 1997 AS DOCUMENT NO. 97-0098757-00 SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE NORTHEAST LINE OF SAID PARCEL 1 (97-0098757-00) NORTH 48°05'59" WEST 1276.79 FEET; THENCE LEAVING SAID NORTHEAST LINE SOUTH 04°49'58" WEST 39.51 FEET; THENCE NORTH 80°43'11" WEST; THENCE SOUTH 73°52'35" WEST 285.87 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID PARCEL 1 (97-0098757-00) THENCE CONTINUING WESTERLY ALONG SAID PARCEL 1 (97-0098757-00) NORTH 62°05'15" WEST 443.79 FEET MORE OR LESS TO THE EAST LINE OF WALNUT BOULEVARD ALSO BEING PARCEL 1 OF THE INTEREST CONVEYED TO CONTRA COSTA COUNTY "FOR USE AS A PUBLIC HIGHWAY", BY DEED FROM LAWRENCE J. DUTRA, ET AL, DATED JUNE 19, 1956 IN BOOK 2817 OF OFFICIAL RECORDS, PAGE 595 SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1040.00 FEET, FROM WHICH A RADIAL BEARS NORTH 74°33'07" WEST; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WALNUT BOULEVARD ALONG THE ARC OF THE AFOREMENTIONED CURVE 259.44 FEET THROUGH A CENTRAL ANGLE OF 14°17'31"; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WALNUT BOULEVARD AND TANGENT TO THE AFOREMENTIONED CURVE NORTH 01°09'18" EAST 1490.76 FEET TO THE SOUTHWEST CORNER OF PARCEL TWO OF THE GRANT DEED TO STATE ROUTE 4 BYPASS AUTHORITY RECORDED DECEMBER 6, 2005 AS DOCUMENT NUMBER 2005-0468211-00; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL TWO (2005-0468211-00) THE FOLLOWING 6 COURSES:

- 1) SOUTH 88°50'24" EAST 91.61 FEET;
- 2) NORTH 37°01'33" EAST 641.09 FEET;
- 3) SOUTH 64°45'48" EAST 674.97 FEET;
- 4) SOUTH 52°47'16" EAST 689.09 FEET;
- 5) SOUTH 38°57'18" EAST 449.96 FEET;
- 6) NORTH 55°03'57" EAST 144.47 FEET TO THE WEST LINE OF VASCO ROAD AS SHOWN ON RECORD OF SURVEY NO. 2223 (112 LSM 22);

Contra Costa County Land Conservation Contract No. AP16-0002

EXHIBIT A

PROPERTY DESCRIPTION

ONE LEGAL PARCEL CONSISTING OF FIVE TAX ASSESSOR PARCELS:

003-010-016, 003-010-017, 007-140-006, 007-150-017 & 007-150-018

THENCE SOUTHERLY ALONG THE WEST LINE OF VASCO ROAD AS SHOWN ON
RECORD OF SURVEY NO. 2223 (112 LSM 22) THE FOLLOWING 5 COURSES:

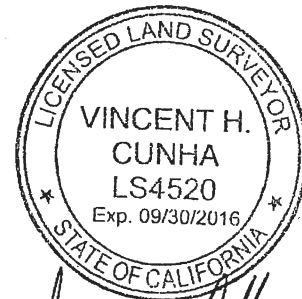
- 1) SOUTH 34°19'39" EAST 667.17 FEET;
- 2) SOUTH 22°32'32" EAST 98.20 FEET;
- 3) SOUTH 45°29'16" EAST 106.31 FEET;
- 4) SOUTH 34°37'35" EAST 725.56 FEET;
- 5) SOUTH 34°58'25" EAST 70.43 FEET TO THE NORTHEAST CORNER OF PARCEL 2
(RIGHT OF WAY) (97-0098757-00);

THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 2 (RIGHT OF WAY) (97-
0098757-00) SOUTH 58°57'38" WEST 1057.14 FEET TO THE TRUE POINT OF BEGINNING.

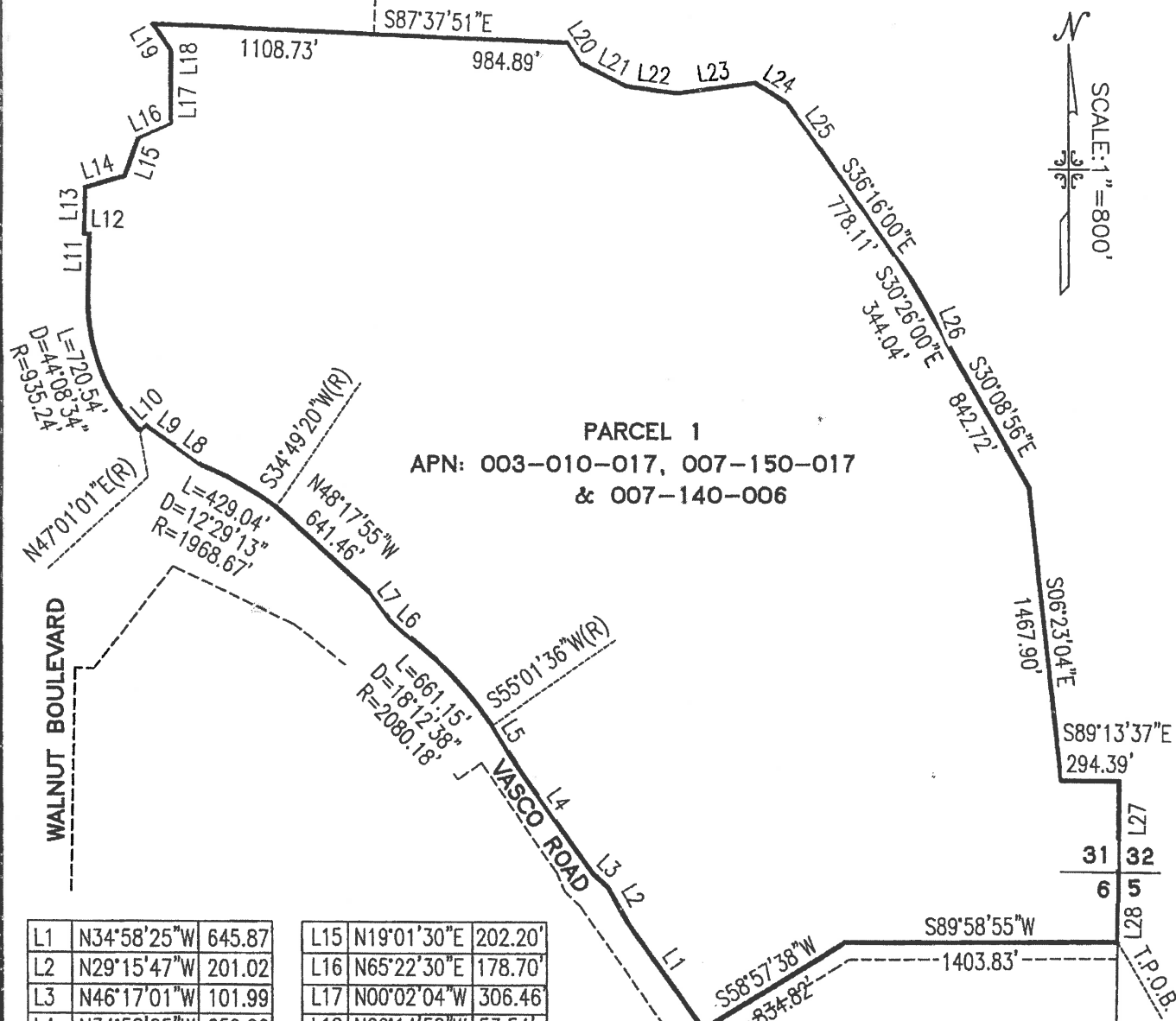
CONTAINING 109.29 ACRES MORE OR LESS.

ALL DISTANCES SHOWN HEREON ARE GROUND.

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY REFERENCE MADE A PART
HEREOF.

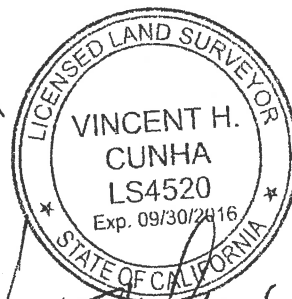


[Handwritten signature]
4-28-16



L1	N34°58'25"W	645.87'
L2	N29°15'47"W	201.02'
L3	N46°17'01"W	101.99'
L4	N34°58'25"W	659.00'
L5	N31°12'23"W	228.33'
L6	N48°27'39"W	83.87'
L7	N37°12'21"W	165.57'
L8	N54°03'29"W	173.81'
L9	N54°03'28"W	164.98'
L10	S47°45'06"W	41.78'
L11	N01°09'39"E	320.43'
L12	N88°50'21"W	25.12'
L13	N01°09'18"E	230.64'
L14	N72°39'30"E	202.03'

L15	N19°01'30"E	202.20'
L16	N65°22'30"E	178.70'
L17	N00°02'04"W	306.46'
L18	N00°14'58"W	53.54'
L19	N34°19'52"W	159.72'
L20	S32°59'13"E	123.20'
L21	S62°33'13"E	245.90'
L22	S82°05'13"E	257.00'
L23	N82°30'57"E	394.50'
L24	S57°52'00"E	188.45'
L25	S36°16'00"E	301.18'
L26	S23°26'24"E	22.88'
L27	S00°53'51"W	456.24'
L28	S01°06'38"W	345.18'



4-28-16

CUNHA ENGINEERING INC. ■■■

701 BELMONT WAY, STE. A
PINOLE, CALIFORNIA 94564
(510) 741-8290

EXHIBIT B

BRENTWOOD

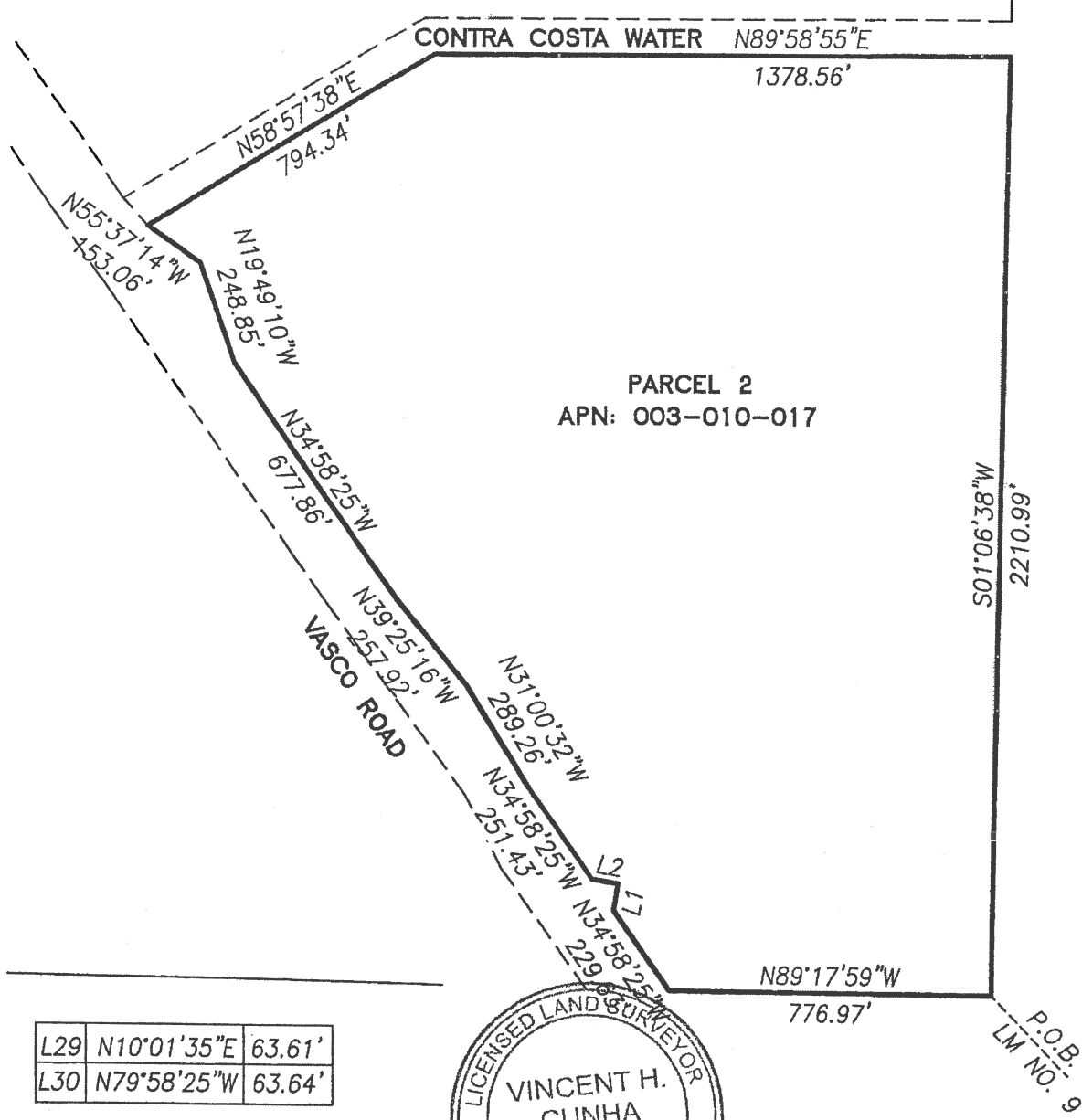
CALIFORNIA

SHEET

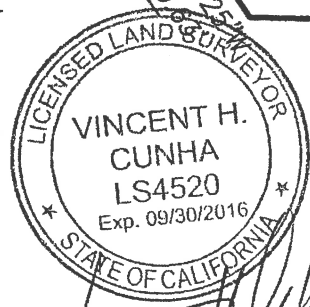
1 OF 4

JOB No.
215016

SCALE: 1" = 400'



L29	N10°01'35"E	63.61'
L30	N79°58'25"W	63.64'



Handwritten signature and date: 4.28.15

CUNHA ENGINEERING INC. ■■■
701 BELMONT WAY, STE. A
PINOLE, CALIFORNIA 94564
(510) 741-8290

EXHIBIT B

BRENTWOOD CALIFORNIA

SHEET
2 OF 4
JOB No. 215016

SCALE: 1"=400'

N58° 57' 38"E
92.56'

CONTRA COSTA WATER
N58°57'38"E
501.53'
N48°05'59"W
575.45'

N77° 31' 21"E
157.07'
S82° 35' 06"E
390.33'

S35°42'46"E
685.93'

VASCO ROAD
S35°59'38"E
526.01'

S25°54'47"E
190.52'

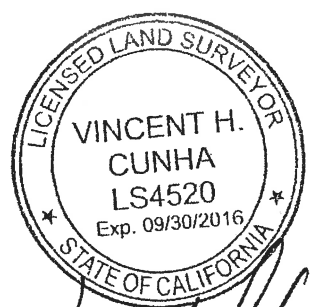
S34°58'25"E
344.81'

LM NO. 9
P.O.C.

I.P.O.B.

N89°17'59"W
1672.09'

PARCEL 3
APN: 003-010-016



Vincent H. Cunha 4-2-16

CUNHA ENGINEERING INC. ■■■
701 BELMONT WAY, STE. A
PINOLE, CALIFORNIA 94564
(510) 741-8290

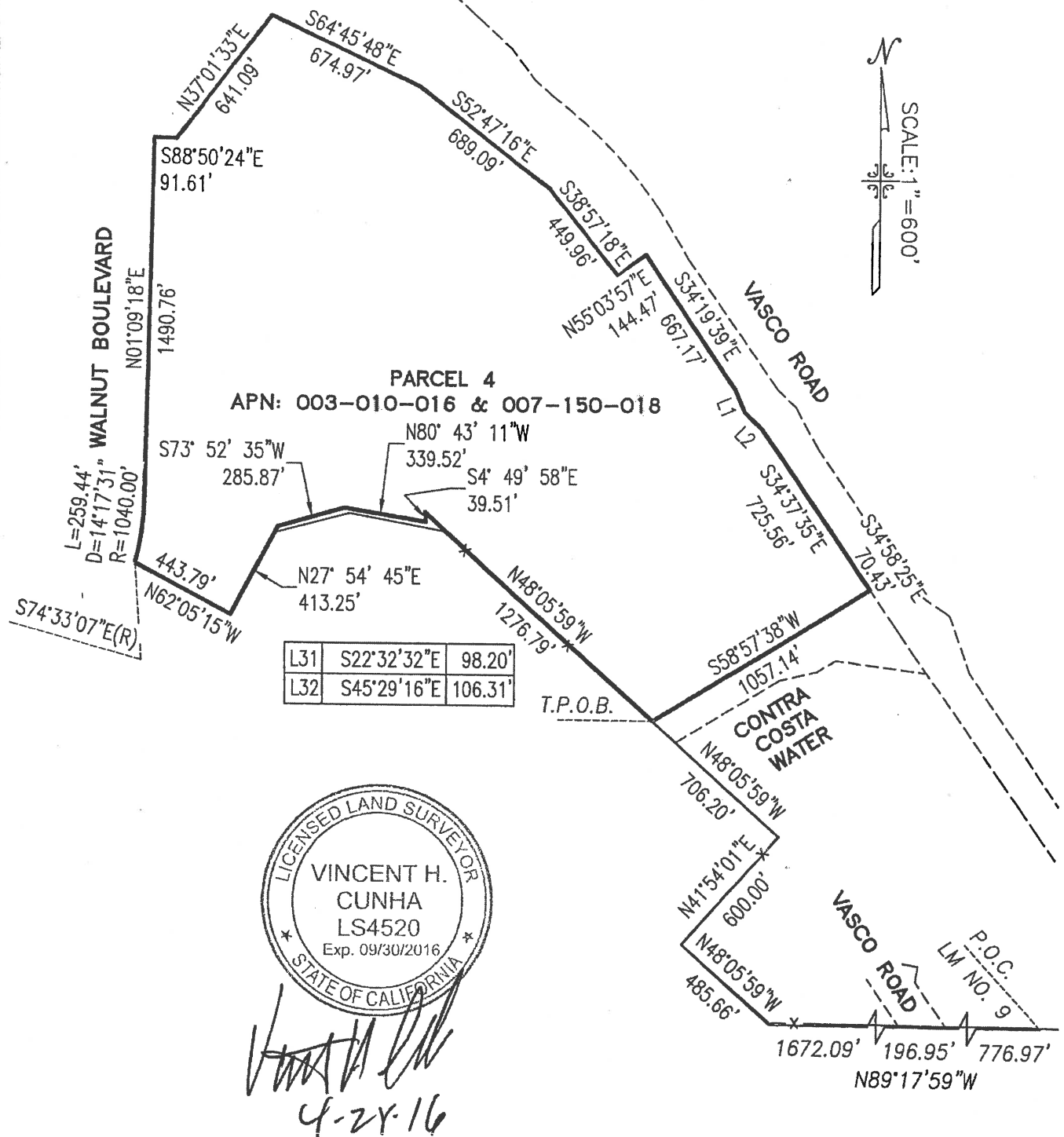
EXHIBIT B

BRENTWOOD

CALIFORNIA

SHEET
3 OF 4
JOB No.
215016

SCALE: 1" = 600'



CUNHA ENGINEERING INC. ■■■
 701 BELMONT WAY, STE. A
 PINOLE, CALIFORNIA 94564
 (510) 741-8290

EXHIBIT B

BRENTWOOD

CALIFORNIA

SHEET
 4 OF 4
JOB No.
 215016

LAND CONSERVATION CONTRACT NO. AP16-0002
ONE LEGAL PARCEL CONSISTING OF FIVE TAX ASSESSOR PARCELS:
003-010-016, 003-010-017, 007-140-006, 007-150-017 & 007-150-018

ATTACHMENT C

ALLOWABLE LAND USES

Pursuant to the provisions of Section 84-42.402 (2) of the Contra Costa County Ordinance Code and Paragraph 7 of the Land Conservation Contract, of which this exhibit is made a part, the land uses and structures described below are authorized without a land use permit subject to the terms and conditions set forth below. Said uses and structures shall be in conformance to those authorized by Section 84-42.402 (1) and Section 84-42.404 but shall be subject to Section 84-42.602 through Section 84-42.1402.404 of Chapter 84-42 of the County Ordinance Code.

1. Existing Non-conforming Structures

The following non-conforming structures are permitted, subject to the provisions of County Ordinance Code Chapter 82-8:

None

2. Existing Structures

One single family residence, two barns

3. Proposed Structures

None

4. Existing Land Use

Orchard, row crops, vineyards, grazing

5. Proposed Land Use

Same